

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orange Koast Communications		07/25/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emmis Publishing, L.P.		
<b>Street Address:</b>	40 Monument Circle		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77040027	OC CHEFS RECIPES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(317) 684-5000		
<b>Email:</b>	trademark@boselaw.com		
<b>Correspondent Name:</b>	Jennifer L. Day		
<b>Address Line 1:</b>	135 N. Pennsylvania Street		
<b>Address Line 2:</b>	2700 First Indiana Plaza		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	1329-0842		
<b>NAME OF SUBMITTER:</b>	Jennifer L. Day		
<b>Signature:</b>	/Jennifer L. Day/		

OP \$40.00 77040027

Date:

10/01/2007

**Total Attachments: 7**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of July 25, 2007 between Ruth Ko, an individual residing in the State of California ("Seller"), and Emmis Publishing, L.P., an Indiana limited partnership ("Buyer").

### Recitals

A. Seller owns all of the issued and outstanding shares of capital stock (the "Stock") of Orange Coast Kommunications, Inc., a Delaware corporation ("the Company").

B. The Company owns and operates a publishing business (the "Business") which, among other things, publishes Orange Coast Magazine (the "Magazine") and other ancillary products in Orange County, California and the surrounding areas.

C. Seller owns the Trademark Assets (defined below) which are used by the Company in the operation of the Business.

D. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Stock and the Trademark Assets.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, Seller and Buyer (each a "Party" and collectively the "Parties"), intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: SALE AND PURCHASE

1.1 Sale and Purchase. On the terms and subject to the conditions hereof, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the Stock and the Trademark Assets free and clear of liens, claims and encumbrances (collectively "Liens").

1.2 Trademark Assets. As used herein, "Trademark Assets" means the License Agreement between Seller and the Company for the use of the trademark "Orange Coast" (the "License Agreement"), the trademark Orange Coast, and the trade names "Orange Coast Magazine," "Orange Coast Woman," "Ultimate Guide to Orange County," "Orange County Woman," "Orange Coast Communications" and "Orange Coast Newport Life," and the right, title and interest of Seller in and to all other trademarks and trade names used or useable in the operation of the Business, together with the goodwill of the Business symbolized by such trademarks, and the registration thereof, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof of any such trademarks, or of any proprietary or other rights in such trademarks all as set forth on *Schedule 2.10* annexed hereto.

1.3 Company Assets. As used herein, "Company Assets" means all of the Company's right, title and interest in and to all assets and properties, real and personal, tangible and intangible, that are used or useable in the operation of the Business, except for the Trademark Assets. The Company Assets and the Trademark Assets are referred to herein, collectively as the "Assets." The Company Assets include without limitation the following, together with the goodwill of the Business:

(a) the Magazine, including without limitation monthly issues and the annual "Ultimate Guide to Orange County," and all other publications derived therefrom or related thereto, whether now or hereafter existing, previously existing or under development, and whether embodied in print, film, tape, electronic, internet or any other medium whatsoever, and in all languages, and all the Company's rights to prepare, publish, sell and distribute any and all of such publications throughout the world;

(b) the domain name "orangecoastmagazine.com" and the Magazine's web site and any other domain name and web site used or useable in the operation of the Business, and all property and assets (tangible and intangible) used or useable to create and publish any such web site;

(c) all tangible personal property used or useable in the Business, together with all replacements thereof, additions and alterations thereto and substitutions therefor;

(d) all advertising contracts and insertion orders for the placement of advertising in the Magazine, and all accounts receivable and all other rights to payment, causes of action, claims and rights of recovery arising from the Business, together with the proceeds thereof;

(e) all contracts, agreements, leases and licenses used in the operation of the Business;

(f) all computer systems, including without limitation, management and order systems, hardware, software, programs, servers, computers, printers, scanners, monitors, and other devices and systems used or useable in the Business;

(g) all inventories, including without limitation back and current issues of the Magazine, editorial material, work in process, manuscripts, notes and drafts, tapes and cassettes, graphic artwork, cuts, photographs and negatives, whether owned or licensed, films, promotional materials, inserts, direct mail materials, stationery, forms, labels, and shipping materials;

(h) the Company's copyrights, including without limitation all copyrights of contents and components of the Magazine, and all copyright registrations pertaining thereto and all rights to obtain renewals and extensions of such copyrights, together with all causes of action (and the proceeds thereof) accruing with respect thereto and any other literary rights with respect to the contents and components of the Magazine and other publications of the Company, whether or not copyrightable;

(i) except for the Trademark Assets, which are being conveyed by Seller to Buyer, all names, titles, trademarks, trade names, service marks, logos, devices, insignias, formats and designations, including all trademark registrations and applications therefor, and the goodwill related thereto, together with all causes of action (and the proceeds thereof) accruing with respect thereto, and all know-how, trade secrets and any other intellectual or intangible property used or useable in the Business, including, without limitation the trade name "OC Chefs Recipes,";

(j) all subscriptions, orders, requests for subscriptions, and the names and addresses of all subscribers, all subscription, distribution, circulation, delivery and mailing lists, all data related to any of such lists, all circulation and readership studies, surveys and research, and all other mailing lists, together with all records, reports and tapes of computer data;

(k) all licenses, permits, variances, franchises, certifications, approvals, permits and authorizations issued by any administrative body or licensing authority or governmental or regulatory agency used or useable in the Business, together with any renewals, extensions or modifications thereof and additions thereto; and

(l) all files, books and records including without limitation those relating to financial and tax information, ledgers, book of accounts, readers, subscribers, advertisers and sponsors, promotional materials, vendor information, market surveys, research, rate cards, sales contact data, specimen copies of advertisements, prospect lists for advertising or subscribers, lists of advertisers and sponsors, and copies of current price lists, discount lists, catalogs, public relations materials, sales correspondence, and sales promotion lists and all lists of contributors, authors, correspondents, reviewers, photographers, illustrators, editors and other contributors.

(i) not engaged in an installment sale or prepaid sale (other than the Subscription Liabilities) or other arrangement that would result in a post-Closing tax liability, except that the Company is a cash basis taxpayer,

(ii) no actual or contingent liability pursuant to Treas. Regs. § 1.1502-6 or any similar provision of state or local law, and

(iii) no actual or contingent liability for any taxes of any other person or entity by contract or otherwise.

(e) Seller shall cause the Company to file its returns for the period March 1, 2007 through Closing within ninety (90) days after Closing.

2.7 Personal Property. *Schedule 2.7* contains a list of all material items of tangible personal property included in the Assets. Each item of tangible personal property is in reasonable operating condition and repair and is functioning in the manner and purposes for which it was intended.

2.8 Office Lease. No owned or leased real property is used in the Business other than the Office Lease (defined below). All amounts owing by the Company under the Office Lease have been paid in full when due and no breach or default by either Party exists thereunder, whether matured or unmatured. Seller is lessor under the Office Lease and owns the land and building on which such premises are located. No breach or default exists under any ground lease, mortgage or other instrument affecting such premises, and there is no condemnation or other similar proceeding pending or threatened that affects such premises. No part of the land or the building is owned by the Company or is part of the purchase and sale contemplated herein.

2.9 Contracts. *Schedule 2.9* contains a list of all material contracts to which the Company is a party. Each such contract (including without limitation the Office Lease) is in effect and is binding upon the Company and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). The Company has performed its obligations under each such contract in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any such contract is in default thereunder in any material respect. Complete and correct copies of each such contract (including the Office Lease), together with all amendments thereto, have been delivered to Buyer by Seller. No such contract requires the consent of any third party with respect to the transactions contemplated by this Agreement. Except for the Office Lease and the License Agreement, the Company has no contract or agreement with Seller or any relative of Seller or any entity in which Seller or any relative of Seller has an interest.

2.10 Intangible Property. *Schedule 2.10* contains a list of all material items of intangible property included in the Assets. Seller, with respect to the Trademark Assets, and the Company, with respect to the Company Assets, has all right, title and interest in and to, or has rights to use on a perpetual, royalty-free basis, all trademarks, service marks, trade names, copyrights and all other intangible property necessary to operate the Business as presently operated, free and clear of Liens. Neither Seller nor the Company has received notice of any

claim that any such intangible property or the use thereof conflicts with, or infringes upon any rights of any third party. The Company's use of such intangible property (including the Trademark Assets) does not conflict with or infringe upon or will in the future infringe upon, any rights of any third party (and there is no basis for any such claim of conflict). Without limiting the foregoing, to Seller's knowledge, the Company owns or possesses the perpetual, world-wide royalty free, fully assignable right to use, display, perform, publish, disseminate, transmit and distribute the content used, displayed, performed, published, disseminated, transmitted or distributed on or through the Magazine, other Company publications or the Company's website and to market, sell, and license the products, subscriptions and services disseminated through the Magazine, other Company publications and the Company's website.

2.11 Receivables. Except for a normal and customary reserve for doubtful accounts (as a percentage of outstanding receivables) consistent with past practice of the Company, the accounts receivable of the Company reflected on its financial statements have arisen only from bona fide transactions with unrelated third parties in the ordinary course of business, and are collectible in the ordinary course of business and in accordance with their respective terms. The Company has made available to Buyer its records which show as of a date no earlier than May 31, 2007, all accounts receivable of the Company and the aging thereof.

2.12 Circulation. Seller has provided or caused to be provided to Buyer (i) the audited circulation reports (the "White Sheets") of the Audit Bureau of Circulations with respect to the Magazine for the twelve (12) months ended June 30, 2006, and (ii) the unaudited publisher's circulation statement (the "Pink Sheets") published by the Audit Bureau of Circulations with respect to Magazine for the six (6) months ended December 31, 2006. Such White Sheets and Pink Sheets fairly present the information shown therein in all material respects. The audited (White Sheet) average circulation of the Magazine for the twelve (12) months ended June 30, 2006 was not less than ninety-eight percent (98.0%) of the amount set forth in the December 31, 2005 and June 30, 2006 Pink Sheets.

2.13 Subscriptions. *Schedule 2.13* contains a complete and accurate list of subscription agents with whom the Company has an agreement with respect to the Magazine. Seller does not know of any event or condition that adversely affects its relationship with any such agent. *Schedule 2.13* contains (i) a complete and accurate list of all mailings of the Magazine to subscribers from January 1, 2006 until the date of this Agreement, including the number of copies mailed, the publication date, the scheduled date of the mailing and the actual date of the mailing, and (ii) a list of the publication dates of future issues of the Magazine and of the dates of all scheduled mailings of the Magazine to subscribers from the date of this Agreement until December 31, 2007. The Company has not sold, assigned, leased, transferred, permitted the use of or otherwise disclosed to any person, any list of past or present subscribers to the Magazine, and no person or entity other than the Company is entitled to use any such list.

2.14 Advertisers, Printers and Fulfillment. *Schedule 2.14* sets forth the name and address of each advertiser and sponsor who has purchased at least \$5,000 of advertising or sponsorship in the Magazine in the fiscal year ended February 28, 2007, and the volume of advertising or sponsorship purchased by each in such period. Except as set forth on *Schedule 2.14*, no such advertiser or sponsor has terminated or materially reduced or to Seller's knowledge intends to terminate or materially reduce such advertising or sponsorship. All current advertising

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

BUYER:

EMMIS PUBLISHING, L.P.

By: 

Name: J. Scott Enright

Title: Senior Vice President

SELLER:

\_\_\_\_\_  
Ruth Ko



Schedule 2.10

MATERIAL ITEMS OF INTANGIBLE PROPERTY

A. TRADE MARK ASSETS:

Registered Trademarks

- Orange Coast (Federal Serial #78865673)

Unregistered Trade Names:

- Orange Coast Magazine
- Orange Coast Woman
- Ultimate Guide to Orange County
- Orange Coast Newport Life
- Orange County Woman
- Orange Coast Communications

B. COMPANY ASSETS:

Registered Trademarks:

- OC Chef's Recipes (Federal Serial #77040027)

Domain Names:

- Orangetcoastmagazine.com